

18CV014115

NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2018 NOV 16 PM 3:42

WAKE COUNTY

18-CVS

MICHAEL LIGON,

BY 

Plaintiff

v.

COMPLAINT

THE KROGER CO. and
KROGER LIMITED PARTNERSHIP I
Defendant.

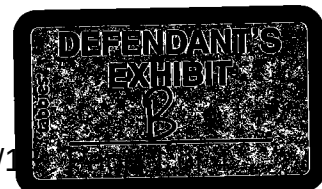
THE PLAINTIFF, complaining of the Defendants, alleges and says:

1. That Plaintiff is a citizen and resident of Wake County, North Carolina.

2. That Defendant The Kroger Co. is a corporation organized and existing under the laws of the State of Ohio, with a principal place of business located in Raleigh, North Carolina, is engaged in substantial corporate activity within the State of North Carolina and has minimum contacts with the State or North Carolina. That Defendant sells groceries in the course of its business. That Defendant is in the business of selling food, sundries, and other household items to the general public. Defendant is neither an infant nor incompetent.

3. That Defendant Kroger Limited Partnership I is a corporation organized and existing under the laws of the State of Ohio, with a principal place of business located in Raleigh, North Carolina, is engaged in substantial corporate activity within the State of North Carolina and has minimum contacts with the State or North Carolina. That Defendant sells groceries in the course of its business. That Defendant is in the business of selling food, sundries, and other household items to the general public. Defendant is neither an infant nor incompetent.

4. Upon information and belief, Defendants owned the premises and operated a Kroger



grocery store located at 350 Six Forks Road In Raleigh, North Carolina on November 23, 2016.

5. That on or about November 23, 2016, Plaintiff entered the premises of the Kroger grocery store owned and operated by Defendants on 350 Six Forks Road in Raleigh, North Carolina.

6. Plaintiff was on the premises of Kroger for the purpose of shopping and purchasing groceries and sundries.

7. As Plaintiff exited the store, he walked through some liquid on the floor, slipped and fell.

8. Defendants were negligent in the maintenance of its premises as follows:

- a. Defendants failed to keep its premises in a reasonably safe condition when they knew or should have known that a danger or hazard existed;
- b. Defendants failed to adequately warn invitees that the area in which Plaintiff fell was dangerous or hazardous; and
- c. Defendant failed to maintain its premises in a reasonably safe condition.

11. That as a result of the negligence of the Defendants, Plaintiff fell while on Defendant's premises and the fall was the proximate cause of injuries to the Plaintiff.

12. That as a result of the fall, Plaintiff suffered severe, painful and permanent injuries, which caused her to incur medical expenses.

13. That the injuries to Plaintiff caused her to seek medical treatment, suffer expenses for being out of work and the injuries have been painful and continue to be so.

WHEREFORE, Plaintiff prays for relief as follows:

1. That Plaintiff have and recover of Defendants damages in excess of \$25,000;

2. That all costs be taxed against the Defendant;
3. For a trial by jury on all issues so triable; and
4. For such other and further relief as the court deems just and equitable.

This the 2 day of November 2018.

WARREN, SHACKLEFORD & THOMAS, P.L.L.C.

By: 

R. Keith Shackleford

Attorney for Plaintiff

P.O. Box 1187

Wake Forest, NC 27588

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

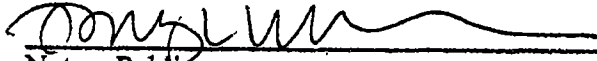
VERIFICATION

MICHAEL LIGON, Plaintiff herein, being first duly sworn, deposes and says that she has read the foregoing and knows the content thereof and that the same are true of her own knowledge, except as to those matters and things stated upon information and belief, and as to those matters, she believes them to be true.

This the 6th day of ^{November} ~~September~~ 2018.


MICHAEL LIGON

Sworn to and subscribed before me,
a Notary Public, this the 6th day of
~~September~~ 2018.
^{November}


Notary Public

My Commission Expires: 02/02/2023

Amy L Warren
NOTARY PUBLIC
Wake County, NC
My Commission Expires February 2, 2023